Bldy Shore

January 14, 2009

Mr. Jake Spiegel Town of Jesup 1025 5th Street Jesup Iowa 50648

Project: New Town Hall and Community Center

Dear Mr. Spiegel:

We are pleased to provide this Preliminary Budget Proposal for the shell of your proposed Town Hall and Community Center. It was a pleasure meeting with you and reviewing your needs. Our goal is to always provide the highest quality construction methods to suit the needs of the customer.

Project Scope:

Design and construct the shell for a 5,600 square foot footprint town hall with a full basement. Building to have a 14' eve height with cast-in brick Thermomass tilt-up panels and a wood truss framed roof with shingles.

Preliminary Budget: \$635,890.00) _ Sheet of Polary

Budget Inclusions:

Design:

- architecture/engineering for shell
- field inspections

General Conditions:

- concrete testing
- portable toilet
- job trailer
- barricades
- dumpsters
- site signage as required
- general clean-up
- supervision

Building Shell

- concrete footings
- poured concrete basement walls
- column pads
- granular backfilling of basement walls
- granular base and vapor barrier under basement floor
- steel columns and beams for precast plank bearing
- precast plank 1st floor
- 3" concrete topping over precast plank
- Thermomass tilt-up exterior walls with cast-in thin brick
- Wood frame roof system with asphalt shingles
- Elevator pit and shaft
- Insulated metal exterior services doors as per code
- Aluminum framed glass entry door
- Window allowance
- Sidewalk allowance

Exclusions:

- all mechanicals
- all interior rough in and finish work
- excavation of basement
- demolition
- any type of construction on the existing connected building other than the shell tie in

Alternates:

- 1. Steel joist and deck with a rubber membrane roof using stone ballast add: \$17,000.00.
- 2. Precast plank roof system for future second story addition add: \$38,400.00

Notes:

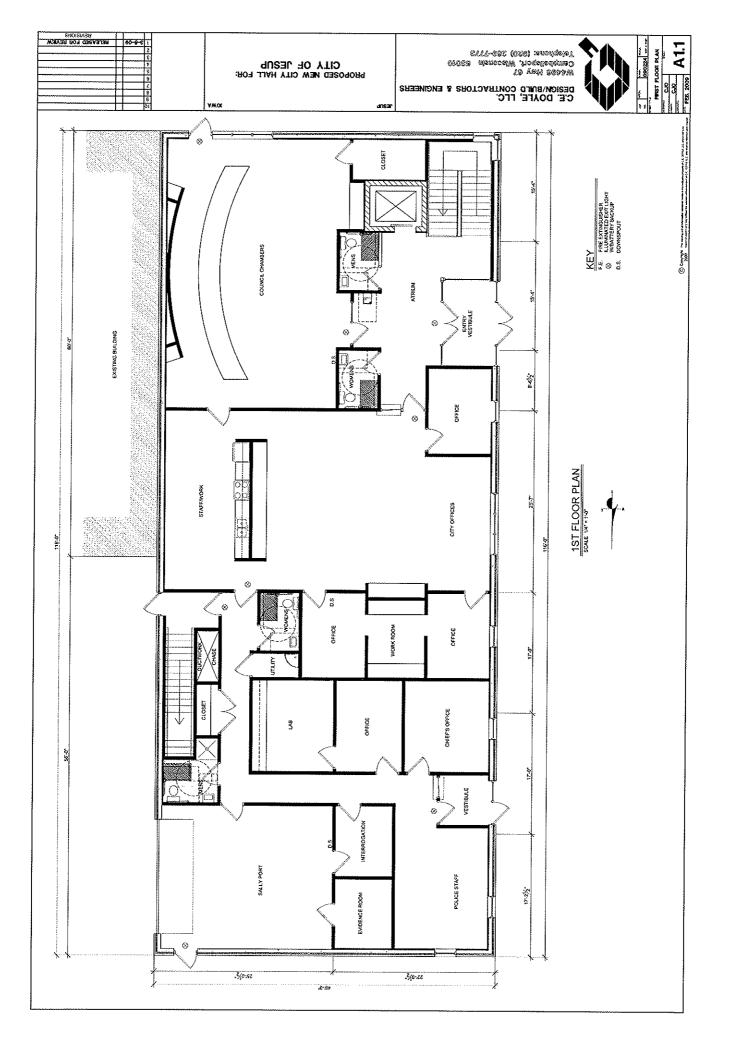
- 1. All preliminary pricing is based on historical data and preliminary design. Final pricing may reflect costs increases/decreases based on the final design and job conditions
- 2. It can be assumed that portions of the streets and sidewalks surrounding the building site will need to be closed for a portion or the entire construction schedule.
- 3. I included an elevator shaft and pit. At this time we are fairly certain you will need one.
- 4. I've included an elevator pit and shaft because we are fairly certain one will be required.

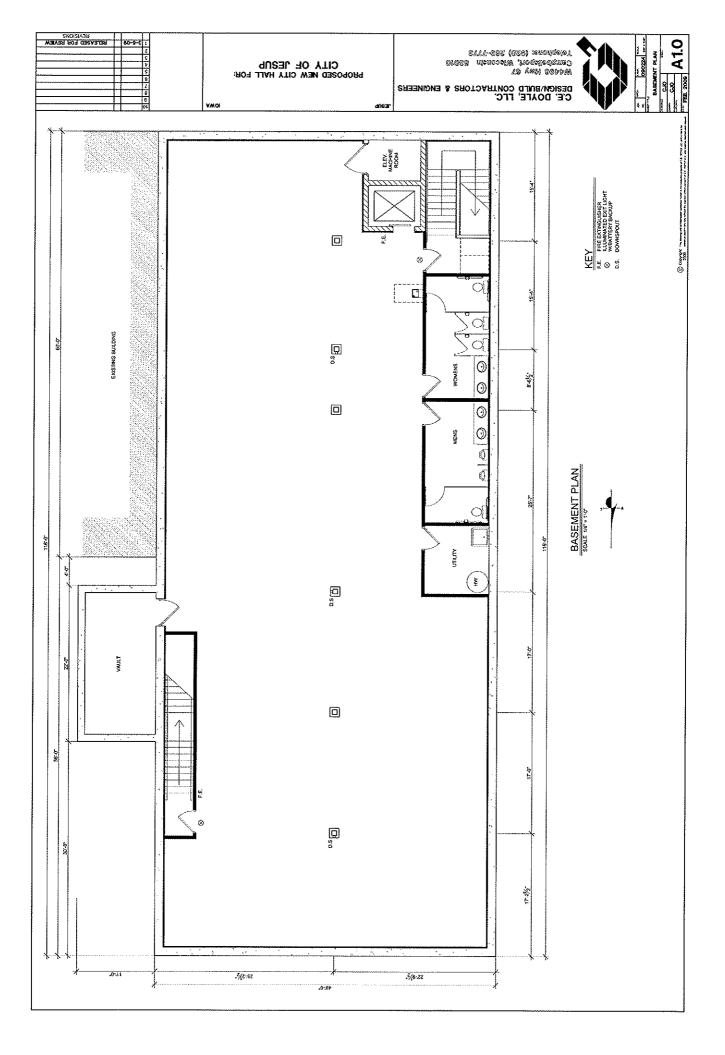
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Please call with any questions or concerns. Thank you for your interest in our company and the Thermomass Tilt-up Panels.

Respectfully,

Dan Doyle C. E. Doyle, LLC.





Colleen Simmons

From: Joe Kapaun [JKapaun@kcepcia.com] Thursday, July 30, 2009 9:27 AM Sent:

Colleen Simmons To: FW: SF Pricing Subject:

Colleen,

This is the mechanical/electrical construction cost estimate I developed for Mayor Spiegel. Thank You.

Joseph R. Kapaun, P.E. Kapaun Consulting Engineers, P.C. 138 Eldora Road Hudson, Iowa 50643 Phone: 319-988-9234 Fax: 319-988-9877

Email: JKAPAUN@KCEPCIA.COM

From: Joe Kapaun

Sent: Monday, June 01, 2009 4:27 PM To: 'jb.spiegel@us.schneider-electric.com'

Subject: RE: SF Pricing

Jake.

This is what I came up with for mechanical/electrical budget estimates.

PLUMBING: 11,136 Sq Ft \times 5.61 \$/Sq Ft= \$ 62.500 FIRE SPRINKLER: 11.136 Sa Ft x 2.50 \$/Sa Ft= \$ 27,840 ELECTRICAL: 11,136 Sq Ft x 8.00 \$/Sq Ft= \$89,088 HVAC: 11,136 Sq Ft x12.00 \$/Sq Ft= \$ 133,632 TOTAL: 28.11 \$/Sq Ft \$ 313,060

Preliminary load estimate for 11,136 Sq Ft is 30 tons. Adder for Geothermal Well Field: 30 Bore Holes x 2,400 \$/Bore Hole = \$ 72,000 Adder for Hydronic equipment and piping: \$ 18,000

Total adder for geothermal heat pumps: \$ 100,000.

Joseph R. Kapaun, P.E. Kapaun Consulting Engineers, P.C. 138 Eldora Road Hudson, Iowa 50643

Phone: 319-988-9234 Fax: 319-988-9877

Email: JKAPAUN@KCEPCIA.COM

From: jb.spiegel@us.schneider-electric.com [mailto:jb.spiegel@us.schneider-electric.com]

Sent: Monday, June 01, 2009 8:41 AM

To: Joe Kapaun

Subject: Fw: SF Pricing

--- Forwarded by Jake Spiegel/US/Schneider on 06/01/2009 08:40 AM ---

"Dan Doyle" < dan1@cedoyle.com>

To "Jake Spiegel" <jb.spiegel@us.schneider-electric.com> cc "Craig J. Olson" < craig@cedoyle.com >, "Don Doyle" < don@cedoyle.com > Iowa Wall Sawing Services 2600 Quasqueton Diag. Independence, IA 50644

Voice:

Fax:

(319) 934-3280

(319) 934-3279

CITY OF JESUP 791 6TH ST 592PO BOX JESUP, IA 50648

INVOICE

INVOICE NO:

017720

INVOICE DATE:

011 720

06/17/09 **DUE:**06/17/09

PAYMENT TERMS: Net 15 Days

PURCH ORDER #: JOB REQUEST #: ORDERED BY:

41_____

OLD CITY HALL

~ 2 2009

Repair exposed mall on Pieters Bldg

DATE/TICKET NUMBER	DESCRIPTION	TAUOMA
06/17/09	CONCRETE SAWING	
007384	4' X 6"	
	12' X 12" FLUSH CUT	641.00
	We appreciate your business!	
·		

TOTAL AMOUNT:

\$641.00

WORK POLICIES:

^{*} We accept no responsibility for layout.

^{*}We accept no liability for any damage to buried conduit, pipe, wood, beams or footings concealed in or under concrete or asphalt,

surfaces, or within the cutting, drilling, demolition or excavation depths requested.

^{*} Any claims for damage must be reported to our office within 48 hours after the damage was done and we reserves the right to inspect this damage and repair it or sublet the repairs prior to accepting any back charges.



Date of Acceptance:

Statement

Page _____ of ____ Pages

ARCTIC SEAL

URETHANE INSULATION SYSTEMS, INC.

1872 Baxter Avenue - Jesup, Iowa 50648 Phone (319) 827-6354 • Fax (319) 827-2125

DENNIS KAYSER Owner - Operator

email: arctic	seal@jtt.net	Owner - Operator
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city of Jesus	JOBNAME ,	-26-09
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Tesup, Ia. 50678	61/ Young 5t.	
ARCHITECT DATE OF PLANS		JOB PHONE
We hereby submit specifications and estimates for:	Jesup, La.	827-6920
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wall of building.		
Covered with light gra	ay roof coatra	15°5.
Total Job Cost	# = 3,840°°	
Thanks		
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We Propose hereby to furnish material and labor complete in à	roordance with above enecifications for	or the sum of:
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Payment to be made as follows: UPOS COMP (s	1100	
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All material is guaranteed to be as specified. All work to be completed in a work manlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders	Addition 28d	
and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry	Note: This proposal may be	
fire, tornado and other necessary insurance.	withdrawn by us if not accepted within	days.
Acceptance of Proposal. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.	Signature	

Signature___

INVOICE

Paul Niemann Construction Co. SAND, GRAVEL AND STONE PRODUCTS

P.O. Box 128 Sumner, Iowa 50674 563/578-3261

SOLD TO: CITY OF JESUP 601 YOUNG ST. P.O. BOX 592

JESUP, IA 50648-0592

Gravel for vacant lot

Date of Invoice: 3/31/2009 Invoice No: 2000041804

Date Description	3/6/2009 Bloom - Road Rock	13561 13571 13571	3/12/2009 Bloom - Road Rock	13638 13648		TICKET
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nit Price	6.980		6.980		6.980	
Unit Price Haul Price	0.00	13567 13581	0.00		0.00	
Material Amount	755.38	13568	227.55		146.44	
Haul Amount	0.00	13569	0.00		0.00	

or a \$2.00 minimum service charge if applicable.

A monthly service charge of 11/2% will be added to all past due accounts

ANNUAL PERCENTAGE RATE 18%. Due 30 days after invoice date Thank you

\$1,129.36	Total Due Amount :
0.00	Optional Taxes Amount:
0.00	Sales Taxes Amount:
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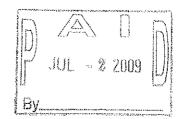
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JESUP LAND IMPROVEMENT 1995 BAXTER AVE JESUP, IOWA 50648 Invoice



DATE INVOICE #

6/11/2009 4864

BILL TO

CITY OF JESUP 601 YOUNG ST JESUP, IA 50648

TERMS
NET 30

BID 1 TEAR DOWN CITY HALL AND REMOVE 16,500.00 16,500.00 0.00

JESUP LAND IMPROVEMENT 1995 BAXTER AVE JESUP, IOWA 50648

Invoice DATE **INVOICE** # 3/5/2009 4692

BILL TO

CITY OF JESUP 601 YOUNG ST JESUP, IA 50648

TERMS

NET 30

ITEM	QUANTITY	DESCRIPTION	RATE	AMOUNT
DUMP TRUCK DUMP TRUCK	25 16	HAUL 25 LOADS OF FILL 3/04/09 HAUL 16 LOADS OF FILL 3/05/09	68.00 68.00 0.00	1,700.00 1,088.00 0.00
,		,		

INVOICE

REW Services Corporation 6864 NE 14TH STREET, SUITE 4 ANKENY, IA 50023

(515) 289-0705

Invoice Number:

29748

Invoice Date:

January 24, 2009

Customer:

City of Jesup

PO Box 592

Jesup, Iowa 50628

Project Number:

29748

Contact & Phone Number:

Pete Walter (515) 289-0705

INVOICE FOR ASBESTOS ABATEMENT

Description of Work: Invoice for asbestos removal: Former City Hall and Former Church

Former City Hall - \$5,219.00

Former Church - \$4,803.00

TOTAL AMOUNT OF THIS INVOICE:

\$10,022.00



BRINT

सम्बद्ध

R&T 073908045 Account 0126128

Item Number 21858

Posted Date 04/09/2009

Amount 50268.20

CITY OF JESUP 601 YOUNG STREET • P.O. BOX 592 JESUP, IA 50648-0592

FARMERS STATE BANK JESUR IA 50648

72-804-739

B

021858

4/07/09

PAY 🕽 ****50,268.20

PAY EXACTLY

FIFTY THOUSAND TWO HUNDRED SIXTY EIGHT AND 20/100 DOLLARS

TO THE ORDER OF PIETERS AND PIETERS TRUST ACCT

OR / MAYOR PRO-TEM

CLERK / DEPUTY CLERK

#O21858# #O?3908045# 12#612#8#

REAL ESTATE TRANSFER - DECLARATION OF VALUE



Please read the filing instructions BEFORE completing this form. To enter information, use the "Tab" key to move to each field. PART I - TO BE COMPLETED BY BUYER, SELLER, OR AGENT

A			Please Type or Print Legibly)	Social Security No.		
SELLER 🧥	Name	Albert E. Gregurich ar	nd LaVeta J. Gregurich	(or Federal I.D. No.)	377-30-9713	A
	Address	OSS ROPOIL COR LOOP	#814, Henderson, NV 89011			_cms
		Number and Street or Rural		own or Post Office	State Zip	
DHVED	Mauri	O'r CY v		Social Security No.		
BUYER	Name	City of Jesup, Iowa		(or Federal I.D. No.)	42-6004822	A
	Address	531 1/2 Prospect Street	PO Box 592, Jesup, IA 50648			
A -d -d - a - a - f - f - f - f - f - f - f - f		Number and Street or Rural	Roule City, To	own or Post Office	State Zip	
Address of Pro	peπy Conv	eyed <u>771 & 779 Sixt</u>	n Street, Jesup, Iowa 50648			
Legal Description	on of Prope	Number and Stree		own or Post Office	State Zip	
	•		in the Original Plat of Jesup, Bucha	man County, Iowa, describ	oed as commencing 99 fee	:t
beginning.	uinwest co	rner of said Lot 211, the	ence East 66 feet, thence North to A	lley, thence West 66 feet,	thence South to place of	
If this is a sale of	AGRICULT	TIRAL LANDto one of the	following persons or entities, please che	at / a Vita		
Corporation	on	Trust Ali	en Non-Resident Alien	CK (X) the appropriate box. Limited Partners	hin	
		<u> </u>	hd		mp	
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	3. A	mount Paid for Real Pro	perty Only (1 minus 2) \$	50,000.0	— ∧ ‰	
	4. 0	ontract Sale Information	- Please See Instructions	30,000.0		
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	L	ength of Contract	years A Balloon Payment Dat		<u>A</u>	
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	of Prior Year (Exchange for Other Property ("Trade"	") Auction Sale	A	
	Partial Interes	3 1	Sale to/by Exempt Organization	Quit Claim De	ed 🔼	
Other (Expl				<u>'</u>		
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Signature:	1		<u> </u>	alambana Atrocka (,	٠.
- G. G. G.		(Buyer OR Seller OR	2 A gent)	eiepnone Number (<u>*</u>	<u> </u>	-
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▲ Co	ntract	Deed	County			*
A-10743		Real E	state Transfer Tax Paid			A
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RESOLUTION NO. 2009-57

RESOLUTION APPROVING AMENDED PURCHASE AGREEMENT

BE IT RESOLVED by the City Council of the City of Jesup, Iowa that:

WHEREAS, the City desires to purchase certain real estate from Albert Gregurich and LaVeta

L. Gregurich for the sum of \$50,000.00:

AND WHEREAS the City has caused said real estate to be appraised and the amount of the

appraised value is \$45,500.00.

AND WHEREAS the City previously resolved on March 2nd, 2009 to purchase said real estate

based on the terms of a Purchase Agreement attached thereto; however, the Seller has rejected

said Offer and has made a counter-offer based on the sum of \$50,000.00 with the Buyer to pay

Sellers' closing costs and only those real estate taxes due and payable March 2009 and all

prior real estate taxes. Additionally, the Seller also reserves all property that integrally

belongs to or is a part of the real estate, whether attached or detached, such as siding, cabinets,

hot water heaters, furnace, decking, lumber, electrical, and lighting fixtures. Said property

shall be removed at the Seller's expense upon two weeks written notice by Buyer prior to

demolition.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Jesup, Iowa that

the City of Jesup, Iowa does agree to accept the terms pursuant to the Amended Purchase

Agreement attached hereto and made a part hereof as though fully set out herein;

AND FURTHER the Mayor of the City of Jesup, Iowa is hereby authorized and directed to

execute said Amended Purchase Agreement on behalf of the City of Jesup, Iowa.

This Resolution is adopted this 6th day of April

2009

Its:

Mayor

ATTEST TO:

City Clerk

Eng. for -CE

PROPOSAL

JESUP CITY HALL JESUP, IOWA

28 May 2009 PROPOSAL NO. 09-26

1. SCOPE OF PROJECT

Provide design mechanical and electrical engineering services for the proposed 2009 Jesup City Hall located in Jesup, Iowa. Services to be provided include site visits, drawings and specifications to be issued for competitive bid, and Contract Administration as detailed in the attached Engineering Man Hour Estimate. Drawings and specifications will be signed and sealed by a Professional Engineer licensedin the State of Iowa. The proposed Fee Arrangement is a Lump Sum amount of \$28,580.00. Invoices will be issued every 30 days on an hourly basis according to the fee schedule listed below. Payment is due within 30 days of receipt of invoice.

2. ENGINEERING FEES

A. FEE SCHEDULE

Engineer	110	\$/HR
Engineering Technician	75	\$/HR
Clerical	35	\$/HR

3. ENGINEERING MAN HOUR ESTIMATE

			Engineer
SITE INVESTIGATION VISITS			6
REBATE PACKAGE			8
DRAWINGS	Clerical	Eng	r
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SPECIFICATIONS	12		8

CONTRACT ADMINISTRATION

PRE-BID MEETING PRE-CONSTRUCTION MEETIN MONTHLY MEETINGS(8 @ 3 I SHOP DRAWINGS FINAL INSPECTION RECORD DOCUMENTS TOTAL		1 1 8 12 4 6 32	<u>12</u> 12		3 3 24 8 8 8 2 48
TOTAL HOURS					
CLERICAL ENGINEERING TECHNICIAN ENGINEER					44 HRS 164 HRS 134 HRS
TOTAL ESTIMATED COST	Clerical: Eng Tech Engineer:		44 HRS x 35 164 HRS x 75 134 HRS x 110	\$/HR	\$ 1,540.00 \$ 12,300.00 \$ 14,740.00 \$28,580.00
PROPOSAL					

ACCEPTANCE: DATE:

Mr. Jake Spiegel Mayor City of Jesup, Iowa

28 May 2009

RE:

Engineering Proposal – Jesup City Hall

Jesup, Iowa

Dear Mr. Spiegel,

Attached you will find a proposal for design engineering serviæs for the proposed 2009 Jesup City Hall, located in Jesup, Iowa.

Thank you for the opportunity to be of service to the City of Jesup. Please contact me if you have any questions.

Sincerely,

Joseph R. Kapaun, P.E.

AIA Document A191

Standard Form of Agreement Between Owner and Design/Builder

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS USE, COMPLETION OR MODIFICATION

1996 EDITION

TABLE OF ARTICLES

PART 1 AGREEMENT

1.	DESIGN/BUILDER

- 2. OWNER
- 3. OWNERSHIP AND USE OF DOCUMENTS AND ELECTRONIC DATA
- 4. TIME
- 5. PAYMENTS

- DISPUTE RESOLUTION MEDIATION AND ARBITRATION
- 7. MISCELLANEOUS PROVISIONS
- 8. TERMINATION OF THIS AGREEMENT
- 9. BASIS OF COMPENSATION
- 10. OTHER CONDITIONS AND SERVICES

PART 2 AGREEMENT

- 1. GENERAL CONDITIONS
- 2. OWNER
- 3. DESIGN/BUILDER
- 4. TIME
- PAYMENTS
- PROTECTION OF PERSONS AND PROPERTY
- 7. INSURANCE AND BONDS

- 8. CHANGES IN THE WORK
- CORRECTION OF WORK
- 10. DISPUTE RESOLUTION MEDIATION AND ARBITRATION
- 11. MISCELLANEOUS PROVISIONS
- 12. TERMINATION OF THE AGREEMENT
- 13. BASIS OF COMPENSATION
- 14. OTHER CONDITIONS AND SERVICES

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AIA Document A191

Standard Form of Agreement Between Owner and Design/Builder

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS USE, COMPLETION OR MODIFICATION

This document comprises two separate Agreements: Part 1 Agreements and Part 2 Agreement. Before Executing the Part 1 Agreement, the parties should reach substantial agreement on the Part 2 Agreement. To the extent referenced in these Agreements, subordinate parallel agreements to A191 consist of AIA Document A491, Standard Form of Agreements Between Design/Builder and Contractor, and AIA. Document B901, Standard Form of Agreements Between Design/Builder and Architect.

PART 1 AGREEMENT

1996 EDITION

AGREEMENT

made as of the

13th

day of

February

in the year of 2009

BETWEEN the Owner:

Town of Jesup

(Name and address)

-1025 5th Street 531 Ya Pros pect St.

Jesup, Iowa 50648

Attn: Mr. Jake Spiegel

and the Design/Builder:

(Name and address)

C.E. Doyle, LLC. W4496 Hwy 67

Campbellsport, WI 53010

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For the following Project: (Include Project name, location and detailed description of scope.)

New Town Hall
City of Jesup

The engineering services described in Article 1 will be provided by the following person or entity who is lawfully licensed to practice engineering: (Name and address)

Craig Olson C.E. Doyle, LLC. W4496 Hwy 67 Campbellsport, WI 53010

Normal structural, mechanical and electrical engineering services will be provided contractually through the Architect except as indicated below:

Plumbing, HVAC and Electrical Designs to be completed by respective trades

The Owner and the Design/Builder agree as set forth below.

AIA DOCUMENT A191, PART 1 • OWNER-DESIGN/BUILDER AGREEMENT • 1996 EDITION • AIA® • © 1996 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5292 • WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution.

Terms and Conditions - Part 1 Agreement

ARTICLE 1

DESIGN/BUILDER

1.1 SERVICES

1.1.1 Preliminary design, budget, and schedule comprise the services required to accomplish the preparation and sub-mission of the Design/Builder's Proposal as well as the preparation and submission of any modifications to the Proposal prior to execution of the Part 2 Agreement.

1.2 RESPONSIBILITIES

- 1.2.1 Design services required by this Part 1 Agreement shall be performed by qualified engineers and other design professionals. The contractual obligations of such professional persons or entities are undertaken and performed in the interest of the Design/Builder.
- 1.2.2 The agreements between the Design/Builder and the persons or entities identified in this Part 1 Agreement, and any subsequent modifications, shall be in writing. These agreements, including financial arrangements with respect to this Project, shall be promptly and fully disclosed to the Owner upon request.
- 1.2.3 Construction budgets shall be prepared by qualified professionals, cost estimators or contractors retained by and acting in the interest of the Design/Builder.
- 1.2.4 The Design/Builder shall be responsible to the Owner for acts and omissions of the Design/Builder's employees, subcontractors and their agents and employees, and other persons, including the Architect and other design professionals, performing any portion of the Design/Builder's obligations under this Part 1 Agreement.
- 1.2.5 If the Design/Builder believes or is advised by the engineer or by another design professional retained to provide services on the Project that implementation of any instruction received from the Owner would cause a violation of any applicable law, the Design/Builder shall notify the Owner in writing. Neither the Design/Builder nor the engineer shall be obligated to perform any act which either believes will violate any applicable law.
- 1.2.6 Nothing contained in this Part 1 Agreement shall create a contractual relationship between the Owner and any person or entity other than the Design/Builder.

1.3 BASIC SERVICES

- 1.3.1 The Design/Builder shall provide a preliminary evaluation of the Owner's program and project budget requirements, each in terms of the other.
- 1.3.2 The Design/Builder shall visit the site, become familiar with the local conditions, and correlate observable conditions with the requirements of the Owner's program, schedule and budget.

- 1.3.3 The Design/Builder shall review laws applicable to design and construction of the Project, correlate such laws with the Owner's program requirements, and advise the Owner if any program requirement may cause a violation of such laws. Necessary changes to the Owner's program shall be accomplished by appropriate written modification or disclosed as described in Paragraph 1.3.5.
- 1.3.4 The design/builder shall review with the Owner alternative approaches to design and construction of the Project.
- 1.3.5 The Design/Builder shall submit to the Owner a Proposal, including the completed Preliminary Design Documents, a statement of the proposed contract sum and a proposed schedule for completion of the Project. Preliminary Design Documents shall consist of preliminary design drawings, outline specifications or other documents sufficient to establish the size, quality and character of the entire Project, its architectural and structural systems, and the materials and such other elements of the Project as may be appropriate. Deviations from the Owner's program shall be disclosed in the Proposal. If the Proposal is signed and accepted by the Owner, then execution of Part 2 shall be contingent upon passage of a Public bond referendum. A modification to the Proposal before execution of the Part 2 Agreement shall be recorded in writing as an addendum and shall be identified in the Contract Documents of the Part 2 Agreement.

1.4 ADDITIONAL SERVICES

- 1.4.1 The Additional Services described under this Paragraph 1.4 shall be provided by the Design/Builder and paid for by the Owner if authorized or confirmed in writing by the Owner.
- 1.4.2 Making revisions in the Preliminary Design Documents, budget or other documents when such revisions are:
 - .1 inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budgets;
 - .2 required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or
 - .3 due to changes required as a result of the Owner's failure to render decisions in a timely manner.
- 1.4.3 Providing more extensive programmatic criteria than that furnished by the Owner as described in Paragraph 2.1. When authorized, the Design/Builder shall provide professional services to assist the Owner in the preparation of the program. Programming services may consist of:
 - .1 consulting with the Owner and other persons or entities not designated in this Part 1 Agreement to define the program requirements of the Project and to review the understanding of such requirements with the Owner;

- .2 documentation of the applicable requirements necessary for the various Project functions or operations;
- .3 providing a review and analysis of the functional and organizational relationships, requirements, and objectives for the Projects:
- .4 setting forth a written program of requirements for the Owner's approval which summarizes the Owner's objectives, schedule, constraints, and criteria.
- 1.4.4 Providing financial feasibility or other special studies.
- 1.4.5 Providing planning surveys, site evaluations or comparative studies of prospective sites.
- 1.4.6 Providing special surveys, environmental studies, and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.
- 1.4.7 Providing services relative to future facilities, systems and equipment.
- 1.4.8 Providing services at the Owner's specific request to perform detailed investigations of existing conditions or facilities or to make measured drawings thereof.
- 1.4.9 Providing services at the Owner's specific request to verify the accuracy of drawings or other information furnished by the Owner.
- 1.4.10 Coordinating services in connection with the work of separate persons or entities retained by the Owner, subsequent to the execution of this Part I Agreement.
- 1.4.11 Providing analyses of owning and operating costs.
- 1.4.12 Providing interior design and other similar services required for or in connection with the selection procurement or installation of furniture, furnishings and related equipment.
- 1.4.13 Providing services for planning tenant or rental spaces.
- 1.4.14 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.

ARTICLE 2 OWNER

2.1 RESPONSIBILITIES

- 2.1.1 The Owner shall provide full information in a timely manner regarding requirements for the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria.
- 2.1.2 The Owner shall establish and update an overall budget for the Project, including reasonable contingencies. This budget shall not constitute the contract sum.
- 2.1.3 The Owner shall designate a representative authorized to act on the

Owners behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Design/Builder in order to avoid unreasonable delay in the orderly and sequential progress of the design/Builder's services. The Owner may obtain independent review of the documents by a separate architect, engineer, contractor or cost estimator under contract to or employed by the Owner. Such independent review shall be undertaken at the Owner's expense in a timely manner and shall not delay the orderly progress of the Design/Builder's services.

- 2.1.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements, and adjoining property and structures; adjacent drainage; right-of-way, restrictions, easements, encroachments, zoning, deed restriction, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.
- 2.1.5 The Owner shall furnish the services of geotechnical engineers when such services are stipulated in this Part 1 Agreement, or deemed reasonably necessary by the Design/Builder. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer (s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.
- 2.1.6 The Owner shall disclose, to the extent known to the Owner, the results and reports of prior tests, inspections or investigations conducted for the Project involving: structural or mechanical systems; chemical, air and water pollution; hazardous materials; or other environmental and subsurface conditions. The Owner shall disclose all information known to the Owner regarding the presence of pollutants at the Projects site.
- 2.1.7 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including such auditing services as the Owner may require to verify the Design/Builders Applications for Payment.
- 2.1.8 The Owner shall promptly obtain easements, zoning variances and legal authorizations regarding site utilization where essential to the execution of the Owner's program.
- 2.1.9 Those services, information, surveys and reports required by Paragraphs 2.1.4 through 2.1.8 which are within the Owner's control shall be furnished at the Owner's expense and the Design/Builder shall be entitled to reply upon the accuracy and completeness thereof, except to the extent the Owner advised the Design/Builder to the contrary in writing.

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- 2.1.10 If the Owner requires the Design/builder to maintain any special insurance coverage, policy, amendment, or rider, the Owner shall pay the additional cost thereof except as otherwise stipulated in this Part 1 Agreement.
- 2.1.11 The Owner shall communicate with persons or entities employed or retained by the Design/Builder through the Design/Builder, unless otherwise directed by the Design/Builder.

ARTICLE 3

OWNERSHIP AND USE OF DOCUMENTS AND ELECTRONIC DATA

- 3.1 Drawings, specifications, and other documents and electronic data furnished by the Design/Builder are instruments of service. The Design/Builder's engineer and other providers of professional services shall retain all common law, statutory and other reserved rights, including copyright in those instruments of service furnished by them. Drawings, specifications, and other documents and electronic data are furnished for use solely with respect to this Part 1 Agreement. The Owner shall be permitted to retain copies, including reproducible copies, of the drawings, specifications, and other documents and electronic data furnished by the Design/Builder for information and reference in connection with the project except as provided in Paragraphs 3.2 and 3,3.
- 3.2 If the Part 2 Agreement is not executed, the Owner shall not use the drawings, specifications, and other documents and electronic data furnished by the Design/Builder without the written permission of the Design/Builder. Drawings, specifications, and other documents and electronic data shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, except by agreement in writing and with appropriate compensation to the Design/Builder, unless the Design/Builder is adjudged to be in default under this Part 1 Agreement or under any other subsequently executed agreement, or by agreement in writing.
- 3.3 If the Design/Builder defaults in the Design/Builder's obligations to the Owner, the engineer shall grant a license to the Owner to use the drawings, specifications, and other documents and electronic data furnished by the engineer to the Design/Builder for the completion of the Project, conditioned upon the Owner's execution of an agreement to cure the Design/Builder's default in payment to the engineer for services previously performed and to indemnify the engineer with regard to claims arising from such reuse without the engineer's professional involvement.
- 3.4 Submission or distribution of the Design/Builder's documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the rights reserved in Paragraph 3.1.

ARTICLE 4

TIME

- 4.1 Upon the request of the Owner, the Design/Builder shall prepare a schedule for the performance of the Basic and Additional Services which shall not exceed the time limits contained in Paragraph 10.1 and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project.
- 4.2 If the Design/Builder is delayed in the performance of services under this Part 1 Agreement through no fault of the Design/Builder, any applicable schedule shall be equitably adjusted.

ARTICLE 5

PAYMENTS

- 5.1 The initial payment provided in Article 9 shall be made upon execution of this Part 1 Agreement and credited to the Owner's account as provided in Subparagraph 9.1.2.
- 5.2 Subsequent payments for Basic Services, Additional Services, and Reimbursable Expensed provided for I this Part 1 Agreement shall be make monthly on the basis set forth in Article 9.
- 5.3 Within ten (10) days of the Owner's receipt of a properly submitted and correct application for Payment, the Owner shall make payment to the Design/Builder.
- 5.4 Payments due the Design/Builder under this part 1 Agreement which are not paid when due shall bear interest from the date due at the rate specified in Paragraph 9.5, or in the absence of a specified rate, at the legal rate prevailing where the Project is located.

ARTICLE 6

DISPUTE RESOLUTION-MEDIATION

- 6.1 Claims, disputes or other matters in question between the parties to this Part I Agreement or breach thereof shall be subject to and decided by mediation. Such mediation shall be conducted in accordance with the Construction Industry Mediation Rules.
- 6.2 The parties shall endeavor to settle disputed by mediation. Demand for mediation shall be filed in writing with the other party to this Part I Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arise. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of repose or limitations.

ARTICLE 7

MISCELLANEOUS PROVISIONS

- 7.1 Unless otherwise provided, this Part 1 Agreement shall be governed by the law of the place where the Project is located.
- 7.2 The Owner and the Design/Builder, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Part I Agreement and to the partners, successors and assigns of such other party with respect to all covenants of this Part I Agreement. Neither the Owner nor the Design/Builder shall assign this Part I Agreement without the written consent of the other.
- 7.3 Unless otherwise provided, neither the design for nor the cost of remediation of hazardous materials shall be the responsibility of the Design/Builder.
- 7.4 This Part 1 Agreement represents the entire and integrated agreement between the Owner and the Design/Builder and supersedes all prior negotiations, representations or agreements, either written or oral. This Part 1 Agreement may be amended only by written instrument signed by both the Owner and the Design/Builder.
- 7.5 Prior to the termination of the services of the engineer or any other design professional designated in this Part 1 Agreement, the Design/Builder shall identify to the Owner in writing another architect or design professional with respect to whom the Owner has no reasonable objection, who will provide the services originally to have been provided by the engineer or other design professional whose services are being terminated.

ARTICLE 8

TERMINATION OF THE AGREEMENT

- 8.1 This Part I Agreement may be terminated by either party upon seven (7) days' written notice should the other party fail to perform substantially in accordance with its terms through no fault of the party initiating the termination.
- **8.2** This Part I Agreement may be terminated by the Owner without cause upon at least seven (7) days' written notice to the Design/Builder.
- 8.3 In the event of termination not the fault of the Design/Builder, the Design/Builder shall be compensated for services performed to the termination date, together with Reimbursable Expenses then due and Termination Expenses. Termination Expenses are expenses directly attributable to termination, including a reasonable amount for overhead and profit, for which the Design/Builder is not otherwise compensated under this Part 1 Agreement.

ARTICLE 9

BASIS OF COMPENSATION

The Owner shall compensate the Design/Builder in accordance with Article 5, Payments, and the other provisions of this Part 1 Agreement as described below.

9.1 COMPENSATION FOR BASIC SERVICES

9.1.1 FOR BASIC SERVICES, compensation shall be as follows:

TWENTY THOUSAND DOLLARS & 00/100. (\$20,000.00)

Note:

The design costs for the architectural drawings will be \$5,000.00. The remaining \$15,0000.00 will only be billed if this project is approved and the civil and structural drawings are completed. Any changes made prior to the execution of Part II will be billed hourly at \$125.00 per hour.

- 9.1.2 AN INITIAL PAYMENT of FIVE THOUSAND FIVE HUNDRED DOLLARS (\$ 5,000.00) shall be made upon execution of this Part 1 Agreement and credited to the Owner's account as follows:
- 9.1.3 SUBSEQUENT PAYMENTS shall be as follows:

Monthly draws as work progresses.

9.2 COMPENSATION FOR ADDITIONAL SERVICES

9.2.1 FOR ADDITIONAL SERVICES, compensation shall be as follows:

Cost plus 10%

9.3 REIMBURSABLE EXPENSES

9.3.1 Reimbursable Expenses are in addition to Compensation for Basic and Additional Services, and include actual expenditures made by the Design/Builder and the Design/Builder's employees and contractors in the interest of the Project, as follows:

9.3.2 FOR REIMBURSABLE EXPENSES, compensation shall be a multiple of (1.10) times the amounts expended.

Part 1 - Page 7

9.4 DIRECT PERSONNEL EXPENSE is defined as the direct salaries of personnel engaged on the Project, and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

9.5 INTEREST PAYMENTS

9.5.1 The rate of interest for past due payments shall be as follows:

0.015 per month

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Design/Builder's principal places of business, at the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletion, modification or other requirements, such as written disclosures or waivers.)

- 9.6 IF THE SCOPE of the Project is changed materially, the amount of compensation shall be equitably adjusted.
- 9.7 The compensation set forth in this Part 1 Agreement shall be equitably adjusted if through no fault of the Design/Builder the services have not been completed within two (2) months of the date of this Part 1 Agreement.

ARTICLE 10

OTHER CONDITIONS AND SERVICES

- 10.1 The Basic Services to be performed shall be commenced on receipt of signed contract and, subject to authorized adjustments and to delays not caused by the Design/Builder, shall be completed in thirty (30) calendar days. The Design/Builder's Basic Services consist of those described in Paragraph 1.3 as part of Basic Services, and include normal professional engineering and preliminary design services, unless otherwise indicated.
- 10.2 Services beyond those described in Paragraph 1.4 are as follows:

(Insert descriptions of other services, identify Additional Services included within Basic compensation and modifications to the payment and compensation terms included in this Agreement)

- 10.3 Items, which may be required but are excluded from the basic services of this contract:
 - Certified survey
 - 2. Topographic survey
 - 3. Soil testing borings
 - 4. Environmental issues
 - 5. Special engineering and services

10.4 The Owner's preliminary program, budget and other documents, if any, are enumerated as follows:

Title: Proposal for New Town Hall and Community Center

Date: January 14, 2009

This agreement entered into as of the day and year first written above.

OWNER

JAKE SPIEGEL, MAYOR

(Printed name and title)

DESIGN/BUILDER: C.E. DOYLE, LLC.

(Signature)

DAN DOYLE, MEMBER

(Printed name and title)

CAUTION: You should sign an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

PAINT

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Account 0126128

Item Number 21790

Posted Date 04/14/2009

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Amount 5000.00

CITY OF JESUP

601 YOUNG STREET • P.O. BOX 592 JESUP IA 50648-0592

FARMERS STATE BANK JESUP, IA 50648 72-804-739

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4/07/09

PAY > ****5,000.00

FIVE THOUSAND AND 00/100 DOLLARS EXACTLY

TO THE ORDER OF C.E. DOYLE, LLC W4496 HWY67

CAMPBELLSPORT, WI

53010

MAYOR PRO-TEM

CLERK / DEPUTY CLERK

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Phone 319-827-1448 Fax 827-2020

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